

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:)	Docket No. HWCA 20040439
)	
San Joaquin Filter Recycling, LLC.)	Consent Order
14287 East Manning Avenue)	
Parlier, California 93648)	
)	
EPA ID Nos.: CAL 000 102 751 (facility))	Health and Safety Code
AL 000 188 148 (transporter))	Section 25187
Respondent.)	
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The State Department of Toxic Substances Control (Department) and San Joaquin Filter Recycling, LLC (Respondent) enter into this Consent Order (Order) and agree as follows:

- 1. Respondent generates, transfer, and/or stores hazardous waste at 14287 East Manning Avenue, Parlier, California 93648 (Site).**
- 2. The Department inspected the Site on February 3 and 4, 2004.**
- 3. The Department alleges the following violations:**

1 **3.2. Respondent violated California Code of Regulations, title 22,**
2 **sections 66264.73, subsection (b)(3) and 66279.91, subsection (a), in that at times in**
3 **2002 and**

4 **2003, Respondent failed to maintain records, in its operating log, of analyses for total**
5 **halogen content tests performed (Chlor-D-Tect test) on used oil received at its facility.**

6 **3.3. Respondent violated California Code of Regulations, title 22, section**
7 **66264.13, subsection (b), in that since obtaining its permit on December 23, 1997,**
8 **Respondent failed to follow its Waste Analyses Plan for acceptance of waste antifreeze**
9 **received at its facility. Specifically, Respondent failed to conduct the halogen test on**
10 **antifreeze.**

11 **4. A dispute exists regarding the alleged violations.**

12 **5. The parties wish to avoid the expense of litigation and to ensure**
13 **prompt compliance.**

14 **6. Jurisdiction exists pursuant to H&SC, Section 25187.**

15 **7. Respondent waives any right to a hearing in this matter.**

16 **8. This Consent Order shall constitute full settlement of the violations**
17 **alleged above, but does not limit the Department from taking appropriate**
18 **enforcement action concerning other violations.**

19 **9. Respondent admits to the violations alleged above.**

20 **SCHEDULE FOR COMPLIANCE**

21 **10. Respondent shall comply with the following:**

22 **10.1. Respondent has corrected the violations cited above. Respondent**
23 **shall operate hereafter in a manner that shall prevent recurrences of violations cited**

1011 North Grandview Avenue
Glendale, California 91201

10.3. **Communications:** All approvals and decisions of the Department made regarding such submittals and notifications shall be communicated to Respondent in writing by a Branch Chief, Department of Toxic Substances Control, or his/her designee. No informal advice, guidance, suggestions, or comments by the Department regarding reports, plans, specifications, schedules, or any other writings by Respondent shall be construed to relieve Respondent of its obligation to obtain such formal approvals as may be required.

10.4. **Department Review and Approval:** If the Department determines that any report, plan, schedule, or other document submitted for approval pursuant to this Consent Order fails to comply with the Order or fails to protect public health or safety or the environment, the Department may return the document to Respondent with recommended changes and a date by which Respondent must submit to the Department a revised document incorporating the recommended changes.

10.5. **Compliance with Applicable Laws:** Respondent shall carry out this Order in compliance with all local, State, and federal requirements, including but not limited to requirements to obtain permits and to assure worker safety.

10.6. **Endangerment during Implementation:** In the event that the Department determines that any circumstances or activity (whether or not pursued in compliance with this Consent Order) are creating an imminent or substantial endangerment to the health or welfare of people on the site or in the surrounding area or to the environment, the Department may order Respondent to stop further

1 as a result of past, current, or future operations of Respondent, except as provided in
2 this Consent Order. Notwithstanding compliance with the terms of this Consent
3 Order, Respondent may be required to take further actions as are necessary to protect
4 public health or welfare or the environment.

5 **10.8. Site Access:** Access to the Site shall be provided at all reasonable
6 times to employees, contractors, and consultants of the Department, and any agency
7 having jurisdiction. Nothing in this Consent Order is intended to limit in any way the
8 right of entry or inspection that any agency may otherwise have by operation of any
9 law. The Department and its authorized representatives may enter and move freely
10 about all property at the Site at all reasonable times for purposes including but not
11 limited to: inspecting records, operating logs, and contracts relating to the Site;
12 reviewing the progress of Respondent in carrying out the terms of this Consent Order;
13 and conducting such tests as the Department may deem necessary. Respondent shall
14 permit such persons to inspect and copy all records, documents, and other writings,
15 including all sampling and monitoring data, in any way pertaining to work undertaken
16 pursuant to this Consent Order.

17 **10.9. Sampling, Data, and Document Availability:** Respondent shall
18 permit the Department and its authorized representatives to inspect and copy all
19 sampling, testing, monitoring, and other data generated by Respondent or on
20 Respondent's behalf in any way pertaining to work undertaken pursuant to this
21 Consent Order. Respondent shall allow the Department and its authorized
22 representatives to take duplicates of any samples collected by Respondent pursuant to
23 this Consent Order. Respondent shall maintain a central depository of the data,

1 Department, or permit the Department to copy the documents prior to destruction.
2 Respondent shall notify the Department in writing at least six months prior to
3 destroying any documents prepared pursuant to this Consent Order.

4 10.10. Government Liabilities: The State of California shall not be liable
5 for injuries or damages to persons or property resulting from acts or omissions by
6 Respondent or related parties specified in paragraph 10.16 in carrying out activities
7 pursuant to this Consent Order, nor shall the State of California be held as a party to
8 any contract entered into by Respondent or its agents in carrying out activities
9 pursuant to this Consent Order.

10 10.11. Incorporation of Plans and Reports: All plans, schedules, and
11 reports that require Department approval and are submitted by Respondent pursuant
12 to this Consent Order are incorporated in this Consent Order upon approval by the
13 Department.

14 10.12. Extension Requests: If Respondent is unable to perform any
15 activity or submit any document within the time required under this Consent Order,
16 the Respondent may, prior to expiration of the time, request an extension of time in
17 writing. The extension request shall include a justification for the delay.

18 10.13. Extension Approvals: If the Department determines that good
19 cause exists for an extension, it will grant the request and specify in writing a new
20 compliance schedule.

21 PAYMENTS

22 11. Respondent shall pay the Department a total sum of \$14,500 in
23 penalties. The penalties shall be paid in four (4) equal installments of \$3,000 and one

1 next installment payment. If Respondent fails to make a full installment payment
2 within thirty (30) days of its due date, then the Department, at its option, may declare
3 the entire balance of the outstanding penalties immediately due and owing. If
4 Respondent fails to make any payment timely as provided above, Respondent agrees
5 to pay interest thereon at the rate established pursuant to H&SC, Section 25360.1.
6 Respondent further agrees to pay all costs and attorney's fees incurred by the
7 Department in pursuing the collection of any sums the payment of which becomes
8 delinquent hereunder. Respondent's checks shall be made payable to Department of
9 Toxic Substances Control and shall be delivered, together with a payment Voucher in
10 the form set forth in Exhibit 1 attached hereto and
11 incorporated herein by reference, to the Department at the following address:

12 Department of Toxic Substances Control
13 Accounting Office
1001 I Street, 21st. Floor
14 P. O. Box 806
Sacramento, California 95812-0806

15 A photocopy of the checks shall be sent to:

16 Mehdi Nobari
17 Hazardous Substances Scientist
Department of Toxic Substances Control
1011 N. Grandview Avenue
18 Glendale, California 91201

19 **OTHER PROVISIONS**

20 **12.1. Additional Enforcement Actions:** By agreeing to this Consent
21 Order, the Department does not waive the right to take further enforcement actions,
22 except to the extent provided in this Consent Order.

23 **12.2. Penalties for Noncompliance:** Failure to comply with the terms of

1 upon Respondent and its officers, directors, agents, receivers, trustees, employees,
2 contractors, consultants, successors, and assignees, including but not limited to
3 individuals, partners, and subsidiary and parent corporations, and upon the
4 Department and any successor agency that may have responsibility for and jurisdiction
5 over the subject matter of this Consent Order.

6 12.4. Effective Date: The effective date of this Consent Order is the date
7 it is signed by the Department.

8 12.5. Integration: This agreement constitutes the entire agreement
9 between the parties and may not be amended, supplemented, or modified, except as
10 provided in this agreement.

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16 Dated: 08/09/04 _____

Original Signed by Respondent's Representative

17 Signature of Respondent's Representative

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19
20 Dated: Aug 16, 2004 _____

Original Signed by Roberto Kou

21 Roberto Kou, Unit Chief

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